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MAY 16 2016
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGANBY *mg*

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1:07 CV 0039

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

Richard Alan Enslen
Senior, U.S. District Judge

8 Norman Nguyen, an individual) Civil No.:
 9 Plaintiff,)
 vs.)
 10 ROBERT LARION, an individual, and)
 11 GOLD ROCK HOLDINGS, INC., a Nevada) FRAUD, NEGLIGENT MISREPRESENTATION,
 corporation, and DOES 1-20 inclusive,) BREACH OF FIDUCIARY DUTY VIOLATION OF
 12 Defendants.) U.S. SECURITIES ACT OF 1934,
) RULE 10(B)

13
 14 Plaintiff Norman Nguyen, hereinafter referred to as Plaintiff in this
 15 Complaint, claims against Defendants ROBERT LARION (hereinafter referred to
 16 as LARION) and GOLD ROCK HOLDINGS, INC. (hereinafter referred to as GOLD
 17 ROCK) as follows:

18 JURISDICTION AND VENUE

19 1. This is a civil action brought under the Securities Exchange Act of
 20 1934 ("Exchange Act"), and Exchange Act Rule 10b-5, and the common
 21 law concerning fraud and misrepresentation.

22 2. Jurisdiction of the Court is based on Sections 21 (d), 21 (e), and
 23 27 of the Exchange Act [15 U.S.C. Sections 78u(d) and (e) and 78
 24 aa], and Sections 1331 and 1332 of Title 28 of the United States
 25 Code.

- 1 3. Plaintiff Norman Nguyen is a citizen of the State of Michigan and
- 2 he resides in the State of Michigan. Norman Nguyen is a shareholder
- 3 of Defendant GOLD ROCK HOLDINGS, INC.
- 4 4. Plaintiff is informed and believes that Defendant LARION is a
- 5 citizen and resident of the State of Washington.
- 6 5. Defendant GOLD ROCK is a corporation duly organized and validly
- 7 existing under the laws of the state of Nevada, whose principal
- 8 place of business is in Mill Creek, Washington. During the
- 9 relevant time period, GOLD ROCK'S common stock was registered
- 10 pursuant to Section 12 (b) of the Exchange Act and traded on the
- 11 pink sheet exchange. In 2004, GOLD ROCK'S principal place of
- 12 business was Encinitas, California.
- 13 6. Defendants DOES 1 thru 20 inclusive, are sued herein under
- 14 fictitious names. Their true names and capacities are unknown to
- 15 Plaintiff. When their true names and capacities are ascertained,
- 16 Plaintiff will amend this Complaint by inserting their true names
- 17 and capacities herein. (Plaintiff is informed and believes, and
- 18 thereon alleges, that each of the fictitiously named defendants is
- 19 responsible in some manner for the occurrences herein alleged, and
- 20 that Plaintiff's damages as herein alleged were proximately caused
- 21 by those defendants.)
- 22 7. This Court has pendent jurisdiction over the state law claims
- 23 which, together with those arising under the laws of the United
- 24 States, have a common nucleus of operative facts and constitute a
- 25 single controversy. Every issue of law and fact is wholly between
- 26 citizens of different states. The total amount of the controversy,
- exclusive of interest and costs exceeds the sum of \$75,000.00.

8. Venue lies in this District pursuant to Section 27 of the Exchange Act [15 U.S.C. Section 78aa] because certain acts or transactions constituting the violations occurred in this District.

9. In connection with the acts, practices, and courses of business alleged herein, the Defendants, directly or indirectly, made use of the means and instruments of transportation and communication in interstate commerce, and of the mails and of the facilities of the national securities exchange.

FACTUAL ALLEGATIONS

[Violation of rule 10(b) of the Securities Act]

Of 1934 and Exchange Act Rule 10b-5]

10. From November 29, 2004, until September 28, 2006, Defendant LARION, as President and Chairman of the Board of Defendant GOLD ROCK prepared and released to the public information concerning contractual dealings between Gold Rock and its subsidiaries and various public and private entities that was false and misleading.

11. On November 29, 2004, the Defendants announced a Joint Venture Agreement which was being negotiated for the erection of four wind turbines with a return to the Company of 20% of the income going to the Company over the life of the Agreement with the power being sold to Xcel Energy of Colorado (attached Exhibit "A"). In fact, Defendant Gold Rock had no reasonable opportunity of obtaining the contract or the funding to produce the wind turbines for the project.

12. On December 1, 2004, the Defendants announced an agreement with BQ Energy, a New York management company whereby Gold Rock's wholly-owned subsidiary V.A.W.T. Industries LLC and BQ Energy would negotiate a changeover to V.A.W.T.'S Wind Turbine Technology in buildings that are currently serviced with conventional Electrical

1 Grid Service (See Exhibit B). In fact, BQ Energy and Defendant
2 Gold Rock had no reasonable opportunity of negotiating a changeover
3 to V.A.W.T.'S Wind Turbine Technology in buildings that are
4 currently serviced with conventional Electrical Grid Service.

5 13. On November 30, 2005, the Defendants announced the signing of a
6 licensing agreement to manufacture Gold Rock's Z-Mix, a patented
7 building material. The Defendants said that the Agreement was
8 signed with Octagon Resources LTD, and further stated that Octagon
9 is in the business of building, consulting and contracting
10 commercial building and development projects, and that they also
11 were in the business of constructing single-family homes, and that
12 Octagon had ongoing projects in the Bahamas (see Exhibit C). In
13 fact, Defendant Gold Rock had no reasonable opportunity of
14 obtaining the any business from or through Octagon and had no
15 reasonable expectation of being able to fund any of its obligations
pursuant to the licensing agreement.

16 14. On January 4, 2006, the Defendants announced that its subsidiary
17 V.A.W.T. Industries, LLC had finalized a purchase agreement for
18 three wind turbines with estimated revenues of \$1.5 million USD and
19 delivery scheduled for the 3rd quarter of 2006 (see Exhibit D). In
20 fact, Defendant Gold Rock had no reasonable opportunity of
21 performing on the contract or any reasonable expectation of funding
22 the production of the wind turbines.

23 15. On January 23, 2006 the Defendants announced that its subsidiary
24 V.A.W.T. Industries, LLC had finalized a purchase agreement for
25 fifteen (15) wind turbines with Blue Water Industries, LTD, and an
additional option for five (5) turbines. They went on to state
that the sales and options would generate and estimated \$10.0
million USD of revenues and delivery would start in the 4th quarter

1 of 2006 (see attached Exhibit E). In fact, Defendant Gold Rock had
2 no reasonable opportunity of performing on the contract or any
3 reasonable expectation of funding the production of the wind
4 turbines.

5 16. On March 21, 2006 the Defendants announced the Company had
6 signed documents for a \$500,000,000 humanitarian endowment to build
7 approximately 3,000 homes to replace ones destroyed by Hurricane
8 Katrina (see attached Exhibit F). In fact, Defendant Gold Rock had
9 no reasonable opportunity of getting or performing on any contract
10 for a humanitarian endowment or any reasonable expectation of
11 funding any such contract.

12 17. On September 28, 2006 the Defendants announced that they had
13 negotiated a joint venture agreement between Gold Rock's wholly-
14 owned subsidiary, Renewable Forestry Resources, LLC and Lakeway
15 Transport Services, Inc. They went on to state that the project was
16 expected to last for several years and it had gross income
17 projections of \$2.2 million per month (see attached Exhibit G). In
18 fact, Defendant Gold Rock's wholly-owned subsidiary, Renewable
19 Forestry Resources, LLC, had no reasonable opportunity of getting
20 or performing on any contract with Lakeway Transport Services, Inc.
21 or any reasonable expectation of funding any such contract.

22 18. As a proximate result of Defendants actions, they used the means
23 or instrumentalities of interstate commerce, or by use of the mails
24 and of the facilities of a national securities exchange, in
25 connection with the purchase or sales of securities, have employed
26 devices, schemes, or artifices to defraud, have made untrue
statements of material facts or omitted to state material facts
necessary in order to make the statements made, in the light of the
circumstances under which they were made, not misleading, or have

engaged in acts, practices or course of business which operate or would operate as a fraud or deceit upon the Plaintiff.

19. By reason of the foregoing Defendants have violated Section 10(b) of the Exchange Act [15 U.S.C. Section 78j(b)], and Exchange Act Rule 10b-5 [17 C.F.R. Section 240.10b-5].

20. Plaintiff has, as a result of Defendants' illegal actions suffered damages of \$1,000,000.00.

21. The aforementioned conduct of the Defendants was an intentional misrepresentation, deceit, or concealment of a material fact known to Defendants with the intention on the part of Defendants of depriving Plaintiff of property or legal remedies, or otherwise causing injury, and was despicable conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

FRAUD

22. Plaintiff repeats and realleges paragraphs 1 through 21 fully as if set forth herein.

23. On November 29, 2004, the Defendants announced a Joint Venture Agreement which was being negotiated for the erection of four wind turbines with a return to the Company of 20% of the income going to the Company over the life of the Agreement with the power being sold to Xcel Energy of Colorado (attached Exhibit "A"). In fact, Defendant Gold Rock had no reasonable opportunity of obtaining the contract or the funding to produce the wind turbines for the project.

24. The representations made by Defendants were in fact false. The true facts were that Defendant Gold Rock had no reasonable

1 opportunity of obtaining the contract or the funding to produce the
2 wind turbines for the project.

3 25. At the time the Defendants made these representations, they knew
4 the representations to be false and made them with the intent to
5 deceive Plaintiff and to induce him to forego selling any of his
6 shares of common stock of GOLD ROCK and to induce him to purchase
7 more shares of said stock.

8 26. Defendants intended to and did induce the Plaintiff to forego
9 selling any of his shares of common stock of GOLD ROCK and to
10 induce him to purchase more shares of said stock and defraud the
11 Plaintiff to act in reliance on these representations in the matter
12 herein alleged, or with the expectation that Plaintiff would so
13 act.

14 27. Plaintiff at the time these representations were made was
15 ignorant of the falsity of Defendants' representations and believed
16 them to be true. In reliance on these representations Plaintiff
17 refrained from selling his common stock. Had Plaintiff known the
18 true facts he never would have refrained from selling his common
19 stock.

20 28. On December 1, 2004, the Defendants announced an agreement with
21 BQ Energy, a New York management company whereby Gold Rock's
22 wholly-owned subsidiary V.A.W.T. Industries LLC and BQ Energy would
23 negotiate a changeover to V.A.W.T.'S Wind Turbine Technology in
24 buildings that are currently serviced with conventional Electrical
25 Grid Service (See Exhibit B).

26 29. The representations made by Defendants were in fact false. The
true facts were that BQ Energy and Defendant Gold Rock had no
reasonable opportunity of negotiating a changeover to V.A.W.T.'S

1 Wind Turbine Technology in buildings that are currently serviced
2 with conventional Electrical Grid Service.

30. At the time the Defendants made these representations, they knew
4 the representations to be false and made them with the intent to
5 deceive Plaintiff and to induce him to forego selling any of his
6 shares of common stock of GOLD ROCK and to induce him to purchase
7 more shares of said stock.

31. Defendants intended to and did induce the Plaintiff to forego
8 selling any of his shares of common stock of GOLD ROCK and to
9 induce him to purchase more shares of said stock and defraud the
10 Plaintiff to act in reliance on these representations in the matter
11 herein alleged, or with the expectation that Plaintiff would so
12 act.

32. Plaintiff at the time these representations were made was
14 ignorant of the falsity of Defendants' representations and believed
15 them to be true. In reliance on these representations Plaintiff
16 refrained from selling his common stock. Had Plaintiff known the
17 true facts he never would have refrained from selling his common
18 stock.

33. On November 30, 2005, the Defendants announced the signing of a
19 licensing agreement to manufacture Gold Rock's Z-Mix, a patented
20 building material. The Defendants said that the Agreement was
21 signed with Octagon Resources LTD, and further stated that Octagon
22 is in the business of building, consulting and contracting
23 commercial building and development projects, and that they also
24 were in the business of constructing single-family homes, and that
25 Octagon had ongoing projects in the Bahamas (see Exhibit C).

34. The representations made by Defendants were in fact false. The
true facts were that Defendant Gold Rock had no reasonable

1 opportunity of obtaining any business from or through Octagon and
2 had no reasonable expectation of being able to fund any of its
3 obligations pursuant to the licensing agreement.

4 35. At the time the Defendants made these representations, they knew
5 the representations to be false and made them with the intent to
6 deceive Plaintiff and to induce him to forego selling any of his
7 shares of common stock of GOLD ROCK and to induce him to purchase
8 more shares of said stock.

9 36. Defendants intended to and did induce the Plaintiff to forego
10 selling any of his shares of common stock of GOLD ROCK and to
11 induce him to purchase more shares of said stock and defraud the
12 Plaintiff to act in reliance on these representations in the matter
13 herein alleged, or with the expectation that Plaintiff would so
14 act.

15 37. Plaintiff at the time these representations were made was
16 ignorant of the falsity of Defendants' representations and believed
17 them to be true. In reliance on these representations Plaintiff
18 refrained from selling his common stock. Had Plaintiff known the
19 true facts he never would have refrained from selling his common
20 stock.

21 38. On January 4, 2006, the Defendants announced that its subsidiary
22 V.A.W.T. Industries, LLC had finalized a purchase agreement for
23 three wind turbines with estimated revenues of \$1.5 million USD and
24 delivery scheduled for the 3rd quarter of 2006 (see Exhibit D).

25 39. The representations made by Defendants were in fact false. The
26 true facts were that Defendant Gold Rock had no reasonable
opportunity of performing on the contract or any reasonable
expectation of funding the production of the wind turbines.

1 40. At the time the Defendants made these representations, they knew
2 the representations to be false and made them with the intent to
3 deceive Plaintiff and to induce him to forego selling any of their
4 shares of common stock of GOLD ROCK and to induce him to purchase
5 more shares of said stock.

6 41. Defendants intended to and did induce the Plaintiff to forego
7 selling any of his shares of common stock of GOLD ROCK and to
8 induce him to purchase more shares of said stock and defraud the
9 Plaintiff to act in reliance on these representations in the matter
10 herein alleged, or with the expectation that Plaintiff would so
11 act.

12 42. Plaintiff at the time these representations were made was
13 ignorant of the falsity of Defendants' representations and believed
14 them to be true. In reliance on these representations Plaintiff
15 refrained from selling his common stock. Had Plaintiff known the
16 true facts he never would have refrained from selling his common
17 stock.

18 43. On January 23, 2006 the Defendants announced that its subsidiary
19 V.A.W.T. Industries, LLC had finalized a purchase agreement for
20 fifteen (15) wind turbines with Blue Water Industries, LTD, and an
21 additional option for five (5) turbines. They went on to state
22 that the sales and options would generate and estimated \$10.0
23 million USD of revenues and delivery would start in the 4th quarter
24 of 2006 (see attached Exhibit E).

25 44. The representations made by Defendants were in fact false. The
26 true facts were Defendant Gold Rock had no reasonable opportunity
 of performing on the contract or any reasonable expectation of
 funding the production of the wind turbines.

1 45. At the time the Defendants made these representations, they knew
2 the representations to be false and made them with the intent to
3 deceive Plaintiff and to induce him to forego selling any of his
4 shares of common stock of GOLD ROCK and to induce him to purchase
5 more shares of said stock.

6 46. Defendants intended to and did induce the Plaintiff to forego
7 selling any of his shares of common stock of GOLD ROCK and to
8 induce him to purchase more shares of said stock and defraud the
9 Plaintiff to act in reliance on these representations in the matter
10 herein alleged, or with the expectation that Plaintiff would so
11 act.

12 47. Plaintiff at the time these representations were made was
13 ignorant of the falsity of Defendants' representations and believed
14 them to be true. In reliance on these representations Plaintiff
15 refrained from selling his common stock. Had Plaintiff known the
16 true facts he never would have refrained from selling his common
17 stock.

18 48. On March 21, 2006 the Defendants announced the Company had signed
19 documents for a \$500,000,000.00 humanitarian endowment to build
20 approximately 3000 homes to replace ones destroyed by Hurricane
21 Katrina (see attached Exhibit F).

22 49. The representations made by Defendants were in fact false. The
23 true facts were that Defendant Gold Rock had no reasonable
24 opportunity of getting or performing on any contract for a
25 humanitarian endowment or any reasonable expectation of funding any
26 such contract.

50. At the time the Defendants made these representations, they knew
the representations to be false and made them with the intent to
deceive Plaintiff and to induce him to forego selling any of his

1 shares of common stock of GOLD ROCK and to induce him to purchase
2 more shares of said stock.

3 51. Defendants intended to and did induce the Plaintiff to forego
4 selling any of his shares of common stock of GOLD ROCK and to
5 induce him to purchase more shares of said stock and defraud the
6 Plaintiff to act in reliance on these representations in the matter
7 herein alleged, or with the expectation that Plaintiff would so
act.

8 52. Plaintiff at the time these representations were made was
9 ignorant of the falsity of Defendants' representations and believed
10 them to be true. In reliance on these representations Plaintiff
11 refrained from selling his common stock. Had Plaintiff known the
12 true facts he never would have refrained from selling their common
13 stock.

14 53. On September 28, 2006 the Defendants announced that they had
15 negotiated a joint venture agreement between Gold Rock's wholly-
16 owned subsidiary, Renewable Forestry Resources, LLC and Lakeway
17 Transport Services, Inc. They went on to state that the project was
18 expected to last for several years and it had gross income
19 projections of \$2.2 million per month (see attached Exhibit G). In
20 fact, Defendant Gold Rock's wholly-owned subsidiary, Renewable
21 Forestry Resources, LLC, had no reasonable opportunity of getting
22 or performing on any contract with Lakeway Transport Services, Inc.
23 or any reasonable expectation of funding any such contract.

24 54. The representations made by Defendants were in fact false. The
25 true facts were that Defendant Gold Rock's wholly-owned subsidiary,
Renewable Forestry Resources, LLC, had no reasonable opportunity of
26 getting or performing on any contract with Lakeway Transport

1 Services, Inc. or any reasonable expectation of funding any such
2 contract.

3 55. At the time the Defendants made these representations, they knew
4 the representations to be false and made them with the intent to
5 deceive Plaintiff and to induce him to forego selling any of his
6 shares of common stock of GOLD ROCK and to induce him to purchase
7 more shares of said stock.

8 56. Defendants intended to and did induce the Plaintiff to forego
9 selling any of his shares of common stock of GOLD ROCK and to
10 induce him to purchase more shares of said stock and defraud the
11 Plaintiff to act in reliance on these representations in the matter
12 herein alleged, or with the expectation that Plaintiff would so
13 act.

14 57. Plaintiff at the time these representations were made was
15 ignorant of the falsity of Defendants' representations and believed
16 them to be true. In reliance on these representations Plaintiff
17 refrained from selling his common stock. Had Plaintiff known the
18 true facts he never would have refrained from selling his common
19 stock

20 58. As a direct and proximate result of the fraudulent conduct of the
21 Defendants as alleged the Plaintiff has been damaged in the amount
22 of \$50,000.00.

23 59. The aforementioned conduct of the Defendants was an intentional
24 misrepresentation, deceit, or concealment of a material fact known
25 to Defendants with the intention on the part of Defendants of
26 depriving Plaintiff of property or legal remedies, or otherwise
causing injury, and was despicable conduct that subjected Plaintiff
to cruel and unjust hardship in conscious disregard of Plaintiff's

1 rights, so as to justify an award of exemplary and punitive
2 damages.

3 **NEGLIGENT MISREPRESENTATION**

4 60. Plaintiff repeats and realleges paragraphs 1 through 59 fully as
5 if set forth herein.

6 61. On November 29, 2004, the Defendants announced a Joint Venture
7 Agreement which was being negotiated for the erection of four wind
8 turbines with a return to the Company of 20% of the income going to
9 the Company over the life of the Agreement with the power being
10 sold to Xcel Energy of Colorado (attached Exhibit "A").

11 62. When the Defendants made these representations they had no
12 reasonable grounds for believing them to be true in that Defendant
13 Gold Rock had no reasonable opportunity of obtaining the contract
14 or the funding to produce the wind turbines for the project.

15 63. Defendants made these representations with the intention of
16 inducing Plaintiff to act in reliance on them in the manner alleged
17 herein, or with the expectation that Plaintiff would so act.

18 64. Plaintiff, at the time these representations were made and at all
19 times since, believed the representations to be true and did forego
20 selling any of his shares of common stock of GOLD ROCK and was
21 induced to purchase more shares of said stock.

22 65. On December 1, 2004, the Defendants announced an agreement with
23 BQ Energy, a New York management company whereby Gold Rock's
24 wholly-owned subsidiary V.A.W.T. Industries LLC and BQ Energy would
25 negotiate a changeover to V.A.W.T.'S Wind Turbine Technology in
26 buildings that are currently serviced with conventional Electrical
Grid Service (See Exhibit B).

66. When the Defendants made these representations they had no
reasonable grounds for believing them to be true in that Defendant

1 Gold Rock had no reasonable opportunity of negotiating a changeover
2 to V.A.W.T.'S Wind Turbine Technology in buildings that are
3 currently serviced with conventional Electrical Grid Service.

4 67. Defendants made these representations with the intention of
5 inducing Plaintiff to act in reliance on them in the manner alleged
6 herein, or with the expectation that Plaintiff would so act.

7 68. Plaintiff, at the time these representations were made and at all
8 times since, believed the representations to be true and did forego
9 selling any of his shares of common stock of GOLD ROCK and was
10 induced to purchase more shares of said stock.

11 69. On November 30, 2005, the Defendants announced the signing of a
12 licensing agreement to manufacture Gold Rock's Z-Mix, a patented
13 building material. The Defendants said that the Agreement was
14 signed with Octagon Resources LTD, and further stated that Octagon
15 is in the business of building, consulting and contracting
16 commercial building and development projects, and that they also
17 were in the business of constructing single-family homes, and that
18 Octagon had ongoing projects in the Bahamas (see Exhibit C).

19 70. When the Defendants made these representations they had no
20 reasonable grounds for believing them to be true in that Defendant
21 Gold Rock had no reasonable opportunity of obtaining the any
22 business from or through Octagon and had no reasonable expectation
23 of being able to fund any of its obligations pursuant to the
24 licensing agreement.

25 71. Defendants made these representations with the intention of
26 inducing Plaintiff to act in reliance on them in the manner alleged
herein, or with the expectation that Plaintiff would so act.

72. Plaintiff, at the time these representations were made and at all
times since, believed the representations to be true and did forego

selling any of his shares of common stock of GOLD ROCK and was induced to purchase more shares of said stock.

73. On January 4, 2006, the Defendants announced that its subsidiary V.A.W.T. Industries, LLC had finalized a purchase agreement for three wind turbines with estimated revenues of \$1.5 million USD and delivery scheduled for the 3rd quarter of 2006 (see Exhibit D).

74. When the Defendants made these representations they had no reasonable grounds for believing them to be true in that Defendant Gold Rock had no reasonable opportunity of obtaining any business from or through Octagon and had no reasonable expectation of being able to fund any of its obligations pursuant to the licensing agreement.

75. Defendants made these representations with the intention of inducing Plaintiff to act in reliance on them in the manner alleged herein, or with the expectation that Plaintiff would so act.

76. Plaintiff, at the time these representations were made and at all times since, believed the representations to be true and did forego selling any of his shares of common stock of GOLD ROCK and was induced to purchase more shares of said stock.

77. On January 23, 2006 the Defendants announced that its subsidiary V.A.W.T. Industries, LLC had finalized a purchase agreement for fifteen (15) wind turbines with Blue Water Industries, LTD, and an additional option for five (5) turbines. They went on to state that the sales and options would generate an estimated \$10.0 million USD of revenues and delivery would start in the 4th quarter of 2006 (see attached Exhibit E).

78. When the Defendants made these representations they had no reasonable grounds for believing them to be true in that Defendant Gold Rock had no reasonable opportunity of obtaining the any

1 business from or through Blue Water Industries, LTD, and had no
2 reasonable expectation of being able to fund any of its obligations
3 pursuant to the licensing agreement.

4 79. Defendants made these representations with the intention of
5 inducing Plaintiff to act in reliance on them in the manner alleged
6 herein, or with the expectation that Plaintiff would so act.

7 80. Plaintiff, at the time these representations were made and at all
8 times since, believed the representations to be true and did forego
9 selling any of his shares of common stock of GOLD ROCK and was
10 induced to purchase more shares of said stock.

11 81. On March 21, 2006 the Defendants announced the Company had signed
12 documents for a \$500,000,000 humanitarian endowment to build
13 approximately 3000 homes to replace ones destroyed by Hurricane
14 Katrina (see attached Exhibit F).

15 82. When the Defendants made these representations they had no
16 reasonable grounds for believing them to be true in that Defendant
17 Gold Rock had no reasonable opportunity of obtaining the
18 humanitarian endowment, and had no reasonable expectation of being
19 able to fund any of its obligations pursuant to the endowment.

20 83. Defendants made these representations with the intention of
21 inducing Plaintiff to act in reliance on them in the manner alleged
22 herein, or with the expectation that Plaintiff would so act.

23 84. Plaintiff, at the time these representations were made and at all
24 times since, believed the representations to be true and did forego
25 selling any of his shares of common stock of GOLD ROCK and was
26 induced to purchase more shares of said stock.

27 85. On September 28, 2006 the Defendants announced that they had
28 negotiated a joint venture agreement between Gold Rock's wholly-
29 owned subsidiary, Renewable Forestry Resources, LLC and Lakeway

1 Transport Services, Inc. They went on to state that the project was
2 expected to last for several years and it had gross income
3 projections of \$2.2 million per month (see attached Exhibit G).

4 86. When the Defendants made these representations they had no
5 reasonable grounds for believing them to be true in that Defendant
6 Gold Rock had no reasonable opportunity of getting or performing on
7 any contract with Lakeway Transport Services, Inc. or any
8 reasonable expectation of funding any such contract.

9 87. Defendants made these representations with the intention of
10 inducing Plaintiff to act in reliance on them in the manner alleged
11 herein, or with the expectation that Plaintiff would so act.

12 88. Plaintiff, at the time these representations were made and at all
13 times since, believed the representations to be true and did forego
14 selling any of his shares of common stock of GOLD ROCK and was
15 induced to purchase more shares of said stock.

16 89. As a direct and proximate result of the fraudulent conduct of the
17 Defendants as alleged the Plaintiff have been damaged in the amount
18 of \$50,000.00.

19 **BREACH OF FIDUCIARY DUTY**

20 90. Plaintiff repeats and realleges paragraphs 1 through 89 fully as
21 if set forth herein.

22 91. Defendant GOLD ROCK had a fiduciary to its shareholders that
23 included the duty not to defraud or misrepresent its position to
24 its shareholders.

25 92. Defendant LARION as an officer and director of Defendant GOLD
26 ROCK had a fiduciary to the shareholders of GOLD ROCK that included
the duty not to defraud or misrepresent its position to its
shareholders.

93. Defendants breached their respective duties to the Plaintiff, who was and is a shareholder of GOLD ROCK, by fraudulently misstating the existence of viable contracts, business arrangements, and incomes potential and by negligently misrepresenting the same to the general public and the shareholders.

94. As a direct and proximate result of the fraudulent conduct of the Defendants as alleged the Plaintiff has been damaged in the amount of \$1,000,000.00.

WHEREFORE, Plaintiff prays judgment against each of the Defendants:

1. In the amount of \$1,000,000.00 actual damages for Securities violations and breach of fiduciary duty;
2. In the amount of \$50,000.00 actual damages for fraud and negligent misrepresentation;
3. \$100,000.00 punitive damages.
4. Interest at the rate of 10% per annum from the November 29, 2004;
5. Plaintiff's costs and expenses incurred herein;
6. Such other and further relief as the Court deems just and proper.

DEMAND FOR A JURY TRIAL

Plaintiff Norman Nguyen hereby demands trial by jury of all eligible claims.

Dated: 07/16/07

Norman 
Norman Nguyen,
Pro Se